

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2014-37**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING EXECUTION OF SEA TURTLE GRANT AGREEMENT NO. 14-029E, BETWEEN THE CITY OF MARATHON AND SEA TURTLE CONSERVANCY FOR AN EDUCATION OUTREACH PROJECT IN THE AMOUNT OF \$15,000 WHICH INCLUDES A \$5,000 CITY MATCH; AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE THE GRANT AGREEMENT; ALLOCATING FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Marathon (the “City”) applied for Grant assistance for a conservation project, a turtle-friendly lighting project, and an education project under the Sea Turtle Conservancy, Sea Turtle Grants Program; and

**WHEREAS**, the Sea Turtle Conservancy, Sea Turtle Grants Program has offered to provide \$10,000 in grant funding to the City for education outreach project; and

**WHEREAS**, the City has determined that it is in the best interest of the City to enter into Agreement No. 14-029E with the Sea Turtle Conservancy, Sea Turtle Grants Program and has agreed to the terms and conditions of the grant funding.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:**

**Section 1.** The above recitals are true and correct and are incorporated herein

**Section 2.** The Council hereby approves Agreement No. 14-029E between the City and the Sea Turtle Conservancy, Sea Turtle Grants Program that is attached as Exhibit “A” hereto. The Acting City Manager is authorized to execute said Agreement on behalf of the City.

**Section 3.** This resolution shall take effect immediately upon its adoption.


**PASSED AND APPROVED** by the City Council of the City of Marathon, Florida, this 22<sup>nd</sup> day of April, 2014.

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
**Dick Ramsay, Mayor**

AYES: Bartus, Bull, Keating, Senmartin, Ramsay  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**

  
\_\_\_\_\_  
Diane Clavier  
City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

  
\_\_\_\_\_  
City Attorney



## SEA TURTLE CONSERVANCY SEA TURTLE GRANTS PROGRAM

### GRANT AGREEMENT Sea Turtle Grant Contract No. 14-029E

THIS AGREEMENT is entered into between “the Parties”, SEA TURTLE CONSERVANCY, whose address is 4424 NW 13<sup>th</sup> Street, Suite B-11, Gainesville, FL 32609 and the City of Marathon, 9805 Overseas Hwy, Marathon, FL 33050 (hereinafter referred to as the “GRANTEE”).

WHEREAS, Section 320.08058 (19), Florida Statutes, created a Sea Turtle Grants Program, administered by SEA TURTLE CONSERVANCY to, in part, provide grants to coastal local governments, educational and research institutions, and Florida-based nonprofit organizations to conduct Sea Turtle research, conservation, and education activities that benefit Florida sea turtles; and

WHEREAS, the GRANTEE is a(n) Florida Government and qualifies to receive Sea Turtle grant funding; and

WHEREAS, the project, **City of Marathon Education Outreach Project** (hereinafter referred to as the “Project”), was recommended for funding by the Sea Turtle Grants Committee at its March 24, 2014 meeting in Gainesville, Florida, as required by statute;

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

#### **Article I. Representations**

The Parties hereby represent, covenant, and warrant that they have full authority to execute this Grant Agreement and that the execution of this Grant Agreement shall not knowingly constitute a breach of the Parties’ obligations under any other agreement or contract to which it is a party or by which it is bound. The Parties further represent, covenant, and warrant that this Grant Agreement has been duly executed in accordance with their respective procedures and laws.

#### **Project Summary, Tasks and Deliverables**

The GRANTEE shall fully and timely perform all items of work described in the Project Summary and Project Tasks and provide SEA TURTLE CONSERVANCY with the Project Deliverables as described in Attachment A and made a part of the Grant Agreement.





## **Article II. Review of Educational, Print or Broadcast Materials**

If applicable, the GRANTEE shall provide to SEA TURTLE CONSERVANCY , a draft of all educational, print or broadcast materials, including but not limited to, brochures, flyers, pamphlets, billboards, booklets, displays, CDs, videos and signage, as listed as a Project Deliverable in Attachment A, for review and approval by SEA TURTLE CONSERVANCY prior to printing, production or duplication of the materials. SEA TURTLE CONSERVANCY has fifteen (15) days to review submitted drafts. A revised draft based on the review may be required at the discretion of SEA TURTLE CONSERVANCY. GRANTEE may not include any language of a fundraising or membership-development nature on any materials produced with funding provided by the Sea Turtle Grants Program. Failure to obtain approval on a draft may result in termination of this contract.

## **Article III. Period of Performance**

The period of performance of this Grant Agreement shall commence on May 1, 2014 or upon execution by both parties, whichever is later, and end on April 30, 2015, inclusive. The Project must be completed by the expiration date of this Agreement, unless an extension is requested in writing and approved by SEA TURTLE CONSERVANCY. Extensions will not be approved to extend the Period of Performance beyond one (1) additional year.

## **Amount of Grant and Payment Schedule**

1. In consideration for performance of the work described herein, and subject to the availability of funds, SEA TURTLE CONSERVANCY shall pay the GRANTEE a total of \$10,000.00 (hereinafter referred to as the "Grant Amount") to support the Project distributed according to the following annual schedule: 70% (\$7,000.00) of annual amount upon execution of agreement, 15% (\$1,500.00) upon receipt and approval of the 6-month Programmatic and Financial Reports, due no later than fifteen (15) days after six (6) months from the commencement of the Grant Agreement, and the remaining 15% (\$1,500.00) upon receipt and approval of the Final Programmatic and Financial Reports, Final Project Deliverables and the GRANTEE's signed Certificate Of Grant Agreement Completion (Attachment F), due no later than thirty (30) days after the period of performance end date. Grant recipients must meet the 6-month reporting obligation to be eligible for a continuance of the award for the remainder of the period of performance, and Grant recipients must meet the Final reporting obligation to be eligible for future awards from this grants program.
2. SEA TURTLE CONSERVANCY shall have twenty (20) business days from receipt of any report to review, approve and issue appropriate payment OR reject the report. Acceptance of Programmatic Reports and Financial Reports is at the sole discretion of SEA TURTLE CONSERVANCY.
3. If the GRANTEE completes all Project Tasks and Deliverables listed in Attachment A within six (6) months from the commencement of the Grant Agreement, the Final Reports and Deliverables can be submitted in place of the 6-month Reports and Deliverables.



4. Programmatic Reports (Attachment C) should detail the progress made toward the Project Tasks as described in Attachment A.

5. Financial Reports must include a signed copy of the Financial Statement (Attachment D). All Financial Reports must be signed by a representative other than the Project Manager/Principal Investigator.

6. By granting funding hereunder, SEA TURTLE CONSERVANCY does not make any warranty, guarantee, or any representation whatsoever regarding any of the work performed hereunder. SEA TURTLE CONSERVANCY will receive research project results, reports, data, and deliverables “as is” without warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability and fitness for a particular purpose. Grantee is not liable for any direct, indirect, consequential, special or other damages suffered by sponsor as a result of SEA TURTLE CONSERVANCY’s use of project results, reports, data, or deliverables.

#### **Article IV. Modification, Extension or Amendment**

No waiver or modification of this Agreement or of any covenant, condition, extension, or limitation herein contained shall be valid unless approved in writing by the parties. In the event that the GRANTEE anticipates that any specific line item in the Project Budget (Attachment B) shall vary by 20% or greater, the variance must be approved in advance in writing by SEA TURTLE CONSERVANCY.

#### **Article V. Project Information Dissemination**

The GRANTEE is encouraged to work with SEA TURTLE CONSERVANCY to formulate a plan for dissemination of the project information and outcomes to governmental, scientific, and public communities through press releases, newsletters and online sources. **The GRANTEE agrees to acknowledge the role of funding from the Sea Turtle Grants Program in any publicity related to this project, and to include the language below and the graphic contained in Attachment E on any and all publications, signage, or documents produced pursuant to this Agreement. All reports and information dissemination must contain the following wording (6 point minimum font size):**

*This (report/display/sign/brochure/project) was funded (in whole or in part) by a grant awarded from the Sea Turtle Grants Program. The Sea Turtle Grants Program is funded from proceeds from the sale of the Florida Sea Turtle License Plate. Learn more at [www.helpingseaturtles.org](http://www.helpingseaturtles.org).*

#### **Article VI. Insurance Requirements**

To the extent required by law, the GRANTEE will either be self-insured for Workers’ Compensation Claims, or will secure and maintain during the term of this Agreement, Workers’





Compensation Insurance for all of its officers, employees, servants, and agents connected with this Project.

**Article VII. Non-Discrimination**

No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of or be otherwise subjected to discrimination in performance of this Agreement.

**Article VIII. Points of Contact**

The Parties shall direct all matters arising in connection with the performance of this Grant Agreement to the attention of the following:

**For SEA TURTLE CONSERVANCY:**

Daniel Evans  
Sea Turtle Conservancy  
4424 NW 13<sup>th</sup> St, Ste B-11  
Gainesville, Florida 32609  
Phone: (352) 373-6441  
Fax: (352) 375-2449  
Email: drevans@conserveturtles.org

**For GRANTEE:**

Debra London  
City of Marathon  
9805 Overseas Hwy  
Marathon, FL 33050  
Phone: 305-289-4103  
Fax: 305-289-4123  
Email: londond@ci.marathon.fl.us

**Article I. Financial Records**

1. The books and accounts, files, and other records of the GRANTEE which are applicable to this Grant Agreement at all times and for a period of five (5) years from the expiration date of this Grant Agreement, shall be available for inspection, review, and audit by SEA TURTLE CONSERVANCY or its selected representatives, including independent certified public accountants, to determine the proper application and use of all funds paid to or for the account or benefit of the GRANTEE. Monitoring procedures may include, but are not limited to, on-site visits by SEA TURTLE CONSERVANCY staff upon 30 days written notice to representative identified in Article X – Points of Contact.

2. The GRANTEE assumes sole responsibility for reimbursement to SEA TURTLE CONSERVANCY the full amount of any expenditures disallowed through audit exception or some other appropriate means determining that expenditures from funds granted to the GRANTEE for direct and/or indirect costs were not made in compliance with this Grant Agreement or generally accepted accounting principles.

3. GRANTEE agrees to provide SEA TURTLE CONSERVANCY with a copy of any independent auditors' report upon request. If the report contains instances of non-compliance with federal and/or state laws and regulations which bear directly on the performance or administration of this Grant Agreement, the GRANTEE shall provide SEA TURTLE



CONSERVANCY with copies of responses to auditors' reports, a plan for corrective action, and auditors' response that the noncompliance has been resolved.

## **Article II. Liability & Insurance**

GRANTEE assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of GRANTEE and its officers, employees, servants, and agents thereof while acting within the scope of their employment by GRANTEE. GRANTEE warrants and represents that it is fully funded for liability insurance, both public and property, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by GRANTEE. GRANTEE and SEA TURTLE CONSERVANCY further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

## **Article III. Default, Termination & Remedies**

1. If GRANTEE fails to fulfill its obligations under this Grant Agreement in a timely and proper manner, SEA TURTLE CONSERVANCY shall have the right to terminate this Grant Agreement by giving written notice of any deficiency and by allowing GRANTEE thirty (30) days to correct the deficiency. If GRANTEE is unable to correct deficiencies within thirty (30) days, SEA TURTLE CONSERVANCY may terminate this Grant Agreement.
2. Either party may terminate the Agreement at any time with or without cause by a written notice by certified mail, return receipt requested, at least 30 days prior to the termination date specified in this agreement.
3. In the event of termination, GRANTEE shall reimburse SEA TURTLE CONSERVANCY the difference between the Grant Amount received and the amount incurred by GRANTEE including all costs and uncancelable obligations incurred in accordance with this Agreement for work satisfactorily performed as of the effective date of termination.
4. A default under this Grant Agreement shall include, without limitation, the following:
  - a) If GRANTEE files for bankruptcy, makes a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency.
  - b) If GRANTEE disregards laws, ordinances, or otherwise fails to comply with any material provision of this Grant Agreement or commits a substantial violation of the provisions of this Grant Agreement.
  - c) GRANTEE fails to timely provide the work or deliverables as described herein.
5. GRANTEE shall not be held liable to SEA TURTLE CONSERVANCY for failure to perform its obligations hereunder if and to the extent that such failure to perform results from





causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond GRANTEE's control), including, without limitation, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; or inability to obtain transportation or necessary materials in the open market. GRANTEE shall promptly notify SEA TURTLE CONSERVANCY in the event of such a condition and the anticipated period of non-performance, which shall not exceed thirty (30) days. If any such period continues for thirty (30) days or more GRANTEE shall have the right to terminate this Grant Agreement upon thirty (30) days prior written notice to SEA TURTLE CONSERVANCY. In this event, GRANTEE shall reimburse SEA TURTLE CONSERVANCY the difference between the Grant Amount received and the amount incurred by GRANTEE including all costs and uncancelable obligations incurred in accordance with this Agreement for work satisfactorily performed and accepted by SEA TURTLE CONSERVANCY as of the effective date of termination.

#### **Article IV. Relationship Between The Parties**

1. It is understood and agreed that the work of GRANTEE will be rendered as an independent contractor and not as an employee of SEA TURTLE CONSERVANCY and that no employee, agent, subcontractor, or assign of GRANTEE shall be deemed for any reason to be an employee, agent, subcontractor, or assign of SEA TURTLE CONSERVANCY. In this regard, and without limitation, GRANTEE and employees, agents, subcontractors, or assigns shall not be deemed to be employed by SEA TURTLE CONSERVANCY for purpose of any tax or contribution levied by the Federal Social Security Act or any corresponding State law with respect to employment or compensation for employment.
2. Nothing in this Grant Agreement shall be interpreted to establish any relationship other than that of an independent contractor between SEA TURTLE CONSERVANCY and the GRANTEE, its employees, agents, subcontractors, or assigns during or after the performance of work in accordance with this Grant Agreement.

#### **Article V. General Provisions**

1. GRANTEE, its employees, subcontractors or assigns, shall fully comply with all applicable federal, state, and local laws and regulations relating to the performance of work in accordance with this Grant Agreement.
2. It is further understood and agreed this Grant Agreement is not intended by the Parties to constitute or create a joint venture, pooling arrangement, partnership, or other formal or informal business organization of any kind. The rights and obligations of the Parties shall be only those expressly set forth herein. Furthermore, neither Party shall have authority to bind the other Party.
3. During the term of this Grant Agreement, this Grant Agreement may not be assigned, delegated or otherwise transferred by the GRANTEE in whole or in part without the prior written consent of SEA TURTLE CONSERVANCY.





4. This Agreement represents the entire agreement of the parties. This Grant Agreement shall not be amended, modified, nor shall any waiver be effective, unless set forth in a written document executed by duly authorized representatives of both Parties. No verbal agreements between the Parties shall affect or modify any of the terms or conditions of this Grant Agreement. The waiver of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term covenant, or condition for any such subsequent breach of the same.

5. This Grant Agreement contains all of the agreements, representations, and understandings of the Parties hereto and supersedes and replaces any and all previous understandings, commitments, or agreements, oral or written, related to the work set forth herein.

6. If any part, term, or provision of this Grant Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Grant Agreement, the validity of the remaining portions of the provisions shall not be affected thereby.

7. This Grant Agreement shall be enforced and interpreted under the laws of the State of Florida.

8. Any disputes shall be resolved in the courts of Alachua County, Florida. Each party shall be responsible for its own legal costs and attorneys fees regardless of whoever prevails in court.

9. The headings and subheadings used throughout this Grant Agreement are for convenience only and have no significance in the interpretation of the body of this Grant Agreement, and the Parties direct that they be disregarded in construing the provisions of this Grant Agreement.

*(remainder of page intentionally left blank)*



IN WITNESS WHEREOF, the Parties have caused this Grant Agreement to be executed by their properly and duly authorized representatives.

**SEA TURTLE CONSERVANCY**

**GRANTEE**

By: David Godfrey  
(type name)  
[Signature]  
(signature)

By: MICHAEL H. PUTS  
(print name)  
[Signature]  
(signature)

Title: Executive Director

Title: ACTING CITY MANAGER

Date: 4/29/14

Date: 4/8/14

**Witness:**

**Witness:**

By: Patricia R. McCloskey  
(print name)

By: NANCY A. NUNER  
(print name)

[Signature]  
(signature)

[Signature]  
(signature)

Title: Controller

Title: GRANTS COORDINATOR

Date: 4/29/14

Date: 4/8/14

List of Attachments included as part of this Agreement:

- Attachment A: Project Summary, Tasks & Deliverables
- Attachment B: Project Budget
- Attachment C: Programmatic Report Form
- Attachment D: Financial Statement Report Form
- Attachment E: Language & Graphic Acknowledging Funding Source
- Attachment F: Certificate of Grant Agreement Completion Form





## Attachment A PROJECT SUMMARY, TASKS AND DELIVERABLES

**Project Summary:** In 2012, the City of Marathon revised its Sea Turtle Lighting Ordinance to match the latest requirements of the Florida Fish and Wildlife Conservation Commission (FWC). As a result, lighting requirements on beachfront property have changed. To make the general public aware of the new requirements, the City will produce and distribute brochures that highlight the changes, provide tips for reducing lighting on beaches and include information about where to purchase the compliant light fixtures and bulbs. Brochures will be available at City Hall, the Monroe County Public Library, the Visitor Information Center, hotels, resorts and restaurants. During turtle nesting season, a post card mail campaign will target beachfront properties and regular public service radio announcements will be made to reach the ears of residents and visitors. The City's website will also be updated to reflect the current code specifications. Finally, six faded, nearly illegible turtle species identification and habitat signs at Coco Plum Beach will be replaced to heighten awareness of the nesting population that may be encountered.

**Project Tasks:** For this project we will 1. Hire local graphic artist for re-design/update of brochures to be available in City Hall and elsewhere as well as to be distributed to coastal properties by City personnel; 2. Hire local graphic artist for design of post cards to be mailed to coastal properties during turtle nesting season; 3. Create language and purchase radio spots to highlight changes to turtle ordinance; 4. Obtain quotations from local sign maker to replicate damaged turtle signs and reinstall 6 versions at Coco Plum Beach; and 5. Conduct public outreach and update City website.

*The GRANTEE shall provide to SEA TURTLE CONSERVANCY, a draft of all educational, print or broadcast materials, including but not limited to, brochures, flyers, pamphlets, billboards, booklets, displays, CDs, videos and signage, as listed as a Project Deliverable in Attachment A, for review and approval by SEA TURTLE CONSERVANCY prior to printing, production or duplication of the materials. SEA TURTLE CONSERVANCY has fifteen (15) days to review submitted drafts. A revised draft based on the review may be required at the discretion of SEA TURTLE CONSERVANCY. GRANTEE may not include any language of a fundraising or membership-development nature on any materials produced with funding provided by the Sea Turtle Grants Program. Failure to obtain approval on a draft may result in termination of this contract.*

### **6-month Deliverables** (in addition to required reports):

- Copy of article(s) related to the project being supported by the Sea Turtle Grants Program from a Newspaper (Print or Online), Organizational Newsletter, and/or Website.
- To date itemized budget expenditure report
- Draft of Educational Material(s) for review, if not previously submitted

### **Final Deliverables** (in addition to required reports):

- Digital photographs documenting project.
- Receipt for artwork.
- Final itemized budget expenditure report



## Attachment B PROJECT BUDGET

PROJECT BUDGET	FUNDS AWARDED
<b>Itemized Expenses &amp; Equipment</b>	
Artwork for design of brochures	\$1,000.00
Printing of 2000 brochures	\$3,000.00
Artwork for design of post cards	\$300.00
Printing of 1000 post cards	\$370.00
Postage to mail post cards	\$330.00
Design and printing of six approximately 3' x 3' custom color outdoor turtle signs	\$5,000.00
<b>Labor Cost (list project position titles)</b>	
<b>Indirect Costs - (Not more than 5% of total project cost)</b>	\$0.00
<b>TOTAL AWARDED</b>	<b>\$10,000.00</b>





## Attachment C PROGRAMMATIC REPORT FORMAT (maximum of 2 pages)

**Grantee:**

**Contract Number:** Use the number assigned by the Sea Turtle Conservancy. Listed on the upper right of this agreement.

**Project Title:**

**Report Period:** List dates and if this is the 6-month or Final Programmatic Report.

**Project Manager(s)/Principle Investigator(s):**

**Tasks:** List the Project Tasks that were scheduled to be completed by the report date according to your accepted proposal's timeline.

**Deliverables:** List the deliverables that were scheduled to be included with the report as listed in Attachment A of your grant contract.

**Accomplishments:** Provide concise statements that summarize the progress towards accomplishing the tasks listed above. This **should include** status of the project/research, description of field and/or lab work, description of development and/or printing of educational materials (attach samples), and description of equipment purchases. Also, describe any problems that were encountered and what was done to solve/resolve them.



## Attachment D FINANCIAL STATEMENT

<b>Grantee:</b> City of Marathon
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<b>Expenditure Report Period</b>	<b>From: (mm/dd/yy)</b>	<b>To: (mm/dd/yy)</b>
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**Funds received to date from Sea Turtle Grant Program \$** \_\_\_\_\_

**Funds requested with this statement**

- 15% of total grant amount with 6 Month Report**      \$ \_\_\_\_\_
- 15% of total grant amount with Final Report**      \$ \_\_\_\_\_

Submitted with this report: (Check the appropriate boxes):

- 6 Month Programmatic Report
- Final Programmatic Report
- Deliverables for 6 Month report
- Deliverables for Final Report
- Equipment Purchase Receipts, if Applicable

*I hereby certify that to the best of my knowledge and belief the above report covers the expenditures on this project, is complete and accurate, and expenditures have been made in accordance with the grant policy. Supporting documents are available for audit.*

<b>Institutional Financial Representative (not Project Manager)</b>	<b>Date</b>
<b>Signature</b>	<b>Telephone</b>
<b>Title</b>	<b>Fax</b>
<b>Institution</b>	<b>Email Address</b>

<b>For STC use only</b>		
Deliverables approved by: _____		
Report approved by: _____		
Financial report approved by: _____		
Check issued: Check #	Date:	Amount:





**Attachment E**  
**LANGUAGE & GRAPHIC ACKNOWLEDGING FUNDING SOURCE**

This (report/display/sign/brochure/project) was funded (in whole or in part) by a grant awarded from the Sea Turtle Grants Program. The Sea Turtle Grants Program is funded from proceeds from the sale of the Florida Sea Turtle License Plate. Learn more at [www.helpingseaturtles.org](http://www.helpingseaturtles.org).



Digital files of the Sea Turtle License Plate image for use in all publications, signage, or documents produced pursuant to this Agreement can be downloaded from <http://www.helpingseaturtles.org/graphics.php>



## Attachment F CERTIFICATE OF GRANT COMPLETION

**Grantee:** City of Marathon

**Project:** City of Marathon Education Outreach Project

**Project Dates:** \_\_\_\_\_ to \_\_\_\_\_

**Total Amount:** \$10,000.00

### GRANTEE'S AFFIDAVIT

I solemnly swear (or affirm): That the work under the above-named contract and all amendments thereto have been satisfactorily completed; that all amounts payable for materials, labor and other charges against project have been paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the contract; that all Workers' Compensation claims are covered by the GRANTEE as required by law; and that all public liability claims are covered liability claims that are covered by insurance.

Article I.

Grantee Project Manager or Principle Investigator

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

known (or made known) to me to be the Project Manager or Principle Investigator of the Project listed above, who subscribed and swore to the above instrument in my presence.

Personally Known Or

Produced Identification, type of Identification Produced: \_\_\_\_\_

**Notary Public**

Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

### CERTIFICATE BY SEA TURTLE CONSERVANCY

I certify: That, to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the contract; and that the project is satisfactory.

By: \_\_\_\_\_

Name (Print): Daniel R. Evans

Title: Sea Turtle Grants Program Administrator

Date: \_\_\_\_\_